

McCormick, Barstow, Sheppard,  
Wayte & Carruth LLP  
David Emerzian, #222930  
*david.emerzian@mccormickbarstow.com*  
H Annie Duong, #319953  
*annie.duong@mccormickbarstow.com*  
7647 North Fresno Street  
Fresno, California 93720  
Telephone: (559) 433-1300  
Facsimile: (559) 433-2300

Attorneys for Creditor  
A.J. EXCAVATION INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**In Re**  
**PG&E CORPORATION**  
**and**  
**PACIFIC GAS AND ELECTRIC**  
**COMPANY,**  
Debtors.

Bankruptcy Cases  
19-30088-DM (Lead Case)  
19-30089-DM

(Jointly Administered)

**A.J. EXCAVATION INC.'S NOTICE OF  
PERFECTION OF LIEN**

(11 U.S.C. §§ 362, 546(b))

☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric  
Corporation  
☒ Affects both Debtors

\*\*All papers shall be filed in the Lead Case  
No. 19-30088 DM

Creditor A.J. EXCAVATION INC., ("AJ"), by and through its undersigned counsel, hereby  
files this notice of perfection, maintenance, and continuation of perfection of its mechanics' lien  
against the Debtors, PG&E Corporation and Pacific Gas and Electric Company ("Debtors") pursuant  
to 11 U.S.C. sections 362(b)(3) and 546(b) ("Notice"). In support of this Notice, AJ represents the  
following:

1. AJ is organized as a California corporation, in the business of performing earthwork,  
grading, paving, foundation, fencing, excavation, maintenance and/or other related construction

1 services, with its principal place of business at 514 North Brawley Avenue, Fresno, California 93706.

2 2. Debtor Pacific Gas & Electric Company (hereinafter "PG&E") contracted AJ to  
3 provide earthwork, grading, paving, foundation, fencing, excavation, maintenance, and/or other  
4 related construction services for the improvement of certain real property owed, or reputed to be  
5 owned, by PG&E, as provided more fully in the prepetition contract (Long Form) (hereinafter  
6 "Contract") . The real property is located at the following address, along with the contract number,  
7 more commonly known as:

8 **Moss Landing Substation**  
9 **Highway 1 Dolan Road, Moss Landing, CA 95039**  
10 **Contract #8026**

(hereinafter "Real Property").

11 3. Prior to the bankruptcy petition, AJ furnished such labor, materials, equipment, and/or  
12 supervision for the earthwork, grading, paving, foundation, fencing, excavation, and other related  
13 construction services for the improvement of the Real Property in accordance with the scope of work  
14 contained in the Contract, and as amended by applicable work change orders.

15 4. The principal sum, exclusive of interest and other charges, that is currently due and  
16 owing to AJ for the labor and materials provided to the PG&E pursuant to the Contract is:

17 **\$14,968.95**

18 5. Bankruptcy Code, 11 U.S.C. section 362(b)(3), provides that:

19 The filing of a petition under section 301, 302, or 303 of this  
20 title...does not operate a stay... under subsection (a) of this section,  
21 of any act to perfect, or to maintain or continue the perfection of, an  
22 interest in property to the extent that the trustee's rights and powers  
23 are subject to perfection under Section 546(b) of this title or to the  
24 extent that such act is accomplished within the period provide under  
25 section 547(e)(2)(A) of this title. 11 U.S.C. § 362(b)(3).

26 6. Bankruptcy Code, 11 U.S.C. section 546(b), provides that:

27 (1) The rights and powers of a trustee under sections 544, 545, and  
28 549 of this title are subject to any generally applicable law that-

(A) permits perfection of an interest in property to be  
effective against an entity that acquires rights in such property  
before the date of perfection; or

(B) provides for the maintenance or continuation of perfection  
of an interest in property to be effective against an entity that

1 acquire rights in such property before the date on which  
2 action is taken to effect such maintenance or continuation.

(2) If –

3 (A) a law described in paragraph (1) requires seizure of such  
4 property or commencement of an action to accomplish such  
5 perfection, or maintenance or continuation of perfection of an  
6 interest in property; and

7 (B) such property has not been seized or such an action has  
8 not been commenced before the date of the filing of the  
9 petition;

10 such interest in such property shall be perfected, or perfection of such  
11 interest shall be maintained or continued, by giving notice within the  
12 time fixed by such law for such seizure or such commencement. 11  
13 U.S.C. § 546(b).

14 7. Pursuant to California Mechanic's Lien law, a claimant must commence an action to  
15 enforce a lien within 90 days after recordation of the claim of lien. Cal. Civ. Code § 8460(a). Because  
16 the Debtors filed their Chapter 11 petition for bankruptcy on January 29, 2019, it created an automatic  
17 stay of all actions, including a claimant's action to enforce a lien. Thus, AJ was prevented from  
18 commencing an action to enforce its liens against the Debtors and perfect its mechanic's liens under  
19 the law.

20 8. Accordingly, AJ hereby gives this notice in lieu of the commencement of any action to  
21 perfect, maintain, or otherwise preserve its mechanics' liens pursuant to 11 U.S.C. § 546(b) and  
22 California Civil Code sections 8460(a), including the recording of a claim of lien, the commencement  
23 of action to enforce the Mechanics' Liens, the filing of a Pendency of Action, and/or the service of  
24 notice on purchasers of production on the Real Property ("Mechanics' Lien"). A true and correct copy  
25 of the Mechanics' Lien is attached hereto as Exhibit "A" and incorporated by reference.

26 9. AJ hereby gives notice it intends to enforce its rights under the Mechanics' Lien to the  
27 fullest extent allowed under the law. This Notice shall not be construed as an admission that such  
28 filing is required or to the necessity of recording, commencement, or seizure. In addition, AJ hereby  
gives notice that it has, or may be entitled to, additional mechanics' liens rights to properties owned  
by the Debtors as they become due and owing according to prepetition contracts with the Debtors for  
the improvement of real property. This Notice shall preserve and continue to preserve any and all of  
AJ's rights as to the Mechanics' Liens and Bankruptcy Code.

1           10.     AJ reserves the right to amend, supplement, or otherwise modify this Notice and  
2 reserves any and all rights entitled to it under the applicable law.

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: April 26, 2019

McCORMICK, BARSTOW, SHEPPARD,  
WAYTE & CARRUTH LLP

By:           /s/ H. Annie Duong            
David L. Emerzian  
H Annie Duong  
Attorneys for Creditor  
A.J. EXCAVATION INC.

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF FRESNO**

3 At the time of service, I was over 18 years of age and **not a party to this action**. I am  
4 employed in the County of Fresno, State of California. My business address is 7647 North Fresno  
Street, Fresno, CA 93720.

5 On April 26, 2019, I served true copies of the following document(s) described as **A.J.**  
6 **EXCAVATION, INC.'S NOTICE OF PERFECTION OF LIEN** on the interested parties in this  
action as directed by the Order Implementing Certain Notice and Case Management Procedures issued  
March 6, 2019.

7 **BY ELECTRONIC FILING THROUGH CM/ECF PARTICIPANTS:** Based on the  
8 Order Implementing Certain Notice and Case Management Procedures, transmission of service  
through CM/ECF shall constitute effective service on that Registered Participant. My electronic  
9 service address service is dawn.houston@mccormickbarstow.com, and I caused the document(s) to be  
sent to the persons using the CM/ECF system. I did not receive, within a reasonable time after the  
10 transmission, any electronic message or other indication that the transmission was unsuccessful.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
true and correct.

12 Executed on April 26, 2019, at Fresno, California.

13  
14 /s/ Dawn Houston  
15 Dawn M. Houston  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT A

## **NOTICE OF MECHANICS' LIEN ATTENTION!**

Upon the recording of the enclosed MECHANICS' LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics' lien is recorded.

The party identified in the mechanics' lien may have provided labor or materials for improvements to your property and may not have been paid for those items. You are receiving this notice because it is a required step in filing a mechanics' lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics' lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS' LIENS GO TO THE CONTRACTORS STATE LICENSE BOARD WEB SITE AT [www.cslb.ca.gov](http://www.cslb.ca.gov).

### **PROOF OF SERVICE AFFIDAVIT**

I am a citizen of the United States and employed in Fresno County, California. I am over the age of eighteen (18) years and not a party to the action. My business address is: 514 N. Brawley Avenue Fresno CA 93706

On this date I served the foregoing MECHANICS' LIEN on the owners of the property: Pacific Gas & Electric 77 Beale St. San Francisco CA94105,  
(Name & Address of Owner)  
subject to the mechanics' lien:

☒ by placing a true copy thereof enclosed in a sealed envelope, first-class mail postage prepaid, evidenced by a certificate of mailing, to the owner at the owner's or reputed owner's residence or place of business address or at the address shown by the building permit on file with the authority issuing a building permit for the work, or as otherwise provided in Section 8174 of the California Civil Code.

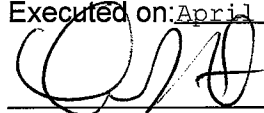
☐ by personally delivering a true copy thereof to the person(s) at the address set forth below:

I declare under penalty of perjury under the laws of the State of California that foregoing is true and correct.

Executed on: April 1st, 2019

by: Alisa Emmett

(Your Name)



(SIGNATURE)

# RECORDING REQUESTED BY

A.J. Excavation Inc.  
514 N. Brawley Avenue  
Fresno CA 93706

## AND WHEN RECORDED MAIL TO:

A.J. Excavation Inc.  
514 N. Brawley Avenue  
Fresno CA 93706  
Moss Landing:CNTR:8026 & CNTR:9916

2019011467

Stephen L. Vagnini  
Monterey County Clerk-Recorder

03/26/2019 08:16 AM

Recorded at the request of:  
AJ EXCAVATION

Titles: 1 Pages: 2

Fees: \$98.00  
Taxes: \$0.00  
AMT PAID: \$98.00



SPACE ABOVE THIS LINE FOR RECORDER'S USE

## MECHANICS' LIEN

The undersigned A.J. Excavation Inc.

[Name of person or firm claiming mechanics' lien. Contractors use name exactly as it appears on contractor's license]

Claimant claims a mechanics' lien upon the following described real property:

City of Moss Landing, County of Monterey, California,  
Moss Landing Power Plant: Hwy 1 at Dolan Road, Moss Landing, CA 95039

[General description of property where the work or materials were furnished. A street address is sufficient, but, if possible, use both street address and legal description.]

Replace 500kV Breakers / 115 KV BUS to BAAH

#18-125 Contract #8026 PO:2700108416 Invoice#2018-1032 \$14,968.95

#18-145 Contract #9916 PO:2700146592 Invoice#2018-1031 \$7,725.60

The sum of \$ 22,694.55 together with interest thereon

[Amount of claim due and unpaid]

at the rate of 10% percent per annum from April 1st, 2019

[Date when balance became due]

is due claimant after deducting all just credits and offsets for the following work and materials furnished by claimant Demolition / Installation of foundations / Grading / Soil Removal

[Insert general description of work or materials furnished]

Claimant furnished the work and materials at the request of, or under contract with

Pacific Gas & Electric

[Name of person or firm who ordered or contracted for the work or materials]

The owners and reputed owners of the real property or leasehold interest are

Pacific Gas & Electric

[Insert name of owner of real property. This can be obtained from the County Recorder]

Firm Name A.J. Excavation Inc.

By: [Signature]  
[Signature of claimant or authorized agent]

Alisa Emmett  
[Printed name of claimant or authorized agent]

514 N. Brawley Avenue Fresno CA 93706  
[Address of claimant or authorized agent]

## VERIFICATION

I, the undersigned, say: I am the President

[President of, "Manager of," "A partner of," "Owner of," etc.]

the claimant of the foregoing mechanics' lien. I have read said claim of mechanics' lien and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 4/1/19, at Fresno, California.  
[Date of Signature] [City Where Signed]

[Signature]  
[Personal signature of the individual who is swearing that the contents of the claim of mechanics' lien are true.]  
Alisa Emmett - President  
[Printed name]



AJ Excavation Inc.

F #559-354-0639  
9662 W. Kearney Blvd.  
Fresno, CA 93706

# Invoice

Date	Invoice #
2/13/2019	2018-1032

Bill To
Pacific Gas & Electric P.O. BOX 7760 San Francisco, CA. 94120

P.O. No.	Terms	Project
2700108416		Moss Landing Breaker 18-1...

Quantity	Description	Rate	Amount
	BILLING #7: Work completed at the Moss Landing Substation #18-125	14,968.95	14,968.95
		<b>Total</b>	\$14,968.95

**Contract (Long Form)**

This is a Contract between the below named Contractor ("Contractor"), a California Corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105.

<b>Contractor's Legal Name:</b>	A.J. Excavation Inc.	<b>PG&amp;E Contract No. 8026</b>
<b>Contractor's Address:</b>	9662 W. Kearney Blvd. Fresno, CA 93706	<b>This Contract consists of 66 pages.</b>
<b>Project Name:</b>	MOSS LANDING SUB: REPLACE 500KV BAAH	
<b>Job Location:</b>	PG&E Moss Landing Power Plant: Hwy 1 at Dolan Road, Moss Landing, CA 95039	

**WORK:** Contractor shall, at its own risk and expense, perform the Work described in this Contract and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 2, Scope of Work. This is not an exclusive Contract. This Contract does not guarantee Contractor any Work nor is there any guarantee as to any volume or duration of Work.

Contractor shall perform approximately 4,000 square feet of asphalt demolition, and installation of various foundations at PG&E Columbus Substation.

**ATTACHMENTS:** Each of the following documents is attached to this Contract and incorporated herein by this reference:

Attachment 1: Construction Long Form General Conditions (48 Pages)

Attachment 2: Scope of Work (8 Pages)

Attachment 3: Labor & Equipment Rates (1 Page)

Attachment 4: PG&E Authorized Disposal and Recycling Facilities (7 Pages)

**CONTRACT TERM:** This Contract is effective upon signature by both parties and expires on **12/31/2018**.

**COMPLETION:** Contractor shall commence performance hereof when directed to do so by PG&E. Work shall be completed by the completion date of **12/31/2018**. Time is of the essence.

**INSURANCE:** Contractor shall maintain insurance in accordance with Section 26.0 of the General Conditions.

**TERMS OF PAYMENT:** In accordance with Section 17.0 of the General Conditions.

**CONSIDERATION:** As full consideration for satisfactory performance of the Work by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E Contract Change Order, fully executed by both PG&E and Contractor.

**TOTAL: \$940,665.00 – Unit Price and Time & Expense (NTE)**

**THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT.**

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: A.J. EXCAVATION INC.	
Signature		Signature	
Name	Robin Kirkpatrick	Name	Dave Swofford
Title	Supervisor – ET Sourcing Operations	Title	VP Utility
Date		Date	5/11/2018



ADMINISTRATION			
<b>PG&amp;E Negotiator</b>	Nate Warner	<b>Contractor Representative</b>	Dave Swafford
<b>Phone</b>	(916) 899-9735	<b>Phone</b>	(559) 408-5908
<b>Email</b>	<a href="mailto:NXWV@pge.com">NXWV@pge.com</a>	<b>Email</b>	<a href="mailto:dave@movendirt.com">dave@movendirt.com</a>
<b>Accounting Reference</b>	74003442		
<b>PG&amp;E Work Supervisor:</b>	Duane Marler	<b>Phone:</b>	(559) 676-7887
<b>INVOICE INSTRUCTIONS:</b> Contractor shall send invoices for each payment when due, showing the Contract number, to: PACIFIC GAS AND ELECTRIC COMPANY	<b>Send ORIGINAL Invoice to:</b> (See note below if using PG&E's electronic invoicing system)	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	<b>Send COPY of Invoice to:</b>	Jennifer Brothers 6030 West Oaks Blvd., Ste 300 Rocklin, CA 95765 or <a href="mailto:ETS&amp;PSContractInvoicing@pge.com">ETS&amp;PSContractInvoicing@pge.com</a>	
	For information regarding invoice status, call PG&E's Paid Help Line at (800) 756-PAID (7243) or go to AP Web Reporting site at <a href="http://www.pge.com/actpay">www.pge.com/actpay</a> . <b>*Note:</b> Contractors using PG&E's electronic invoicing system do not need to mail a copy of the invoice to PG&E Accounts Payable.		

INTERNAL PG&E USE ONLY		
<b>Distribution Date</b>		
<b>Distribution of Copies</b>	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input checked="" type="checkbox"/> Contractor (Signed Original Copy)
	<input checked="" type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law